

Claire Palmer, individually and as representatives of all others similarly situated (collectively, “Defendant Class”). In support of this Complaint, Plaintiffs state as follows:

I.
SUMMARY OF CLAIMS

1. Due to competitive pressures and the impact of increasing healthcare costs on its business and profitability, SuperMedia amended its retiree health and welfare benefit plans on June 25, 2012, in a manner that modified and/or eliminated certain benefits to retirees. Because various retirees made a claim for benefits, stating that SuperMedia lacked the legal right to amend its health and welfare benefits plans, Plaintiffs brought this action against the Defendant Class, which consists of former bargaining unit and non-bargaining unit employees of SuperMedia and its predecessor entities, to confirm and clarify the rights of SuperMedia to amend, modify, and/or terminate health and welfare benefits, as more fully described herein. Importantly, all of the applicable plan documents prevent any claims of vesting and, instead, reserve to SuperMedia the right to modify, amend, or terminate the benefits at issue at any time.

II.
PARTIES

2. Plaintiff SuperMedia Inc. is a Delaware corporation and a wholly owned subsidiary of Dex Media, Inc., with its principal place of business located at 2200 West Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261-9810.

3. Plaintiff SuperMedia LLC is a Delaware limited liability company and wholly-owned subsidiary of SuperMedia Inc. with its principal place of business at 2200 W. Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261-9810.

4. Plaintiff SuperMedia Services Inc. is a Delaware corporation and wholly-owned subsidiary of SuperMedia Inc. with its principal place of business at 2200 W. Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261-9810.

5. Plaintiff SuperMedia Sales Inc. is a Delaware corporation and wholly-owned subsidiary of SuperMedia Inc. with its principal place of business at 2200 W. Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261-9810.

6. Plaintiff SuperMedia Employee Benefits Committee (“SuperMedia EBC”) was the former administrator of SuperMedia’s retiree health and welfare benefits plans. SuperMedia EBC was a body appointed by SuperMedia Inc. and comprised of SuperMedia Inc. employees.

7. Plaintiff Dex Media, Inc. Compensation and Benefits Committee now serves as the administrator of Dex Media’s health and welfare benefits plans and is a body appointed by Dex Media, Inc. and comprised of Dex Media, Inc. employees.

8. Plaintiff Idearc Inceptor LTD is a United Kingdom limited liability company and wholly-owned subsidiary of SuperMedia Inc.

9. Plaintiff Dex Media, Inc. (“Dex Media”) is a Delaware corporation with its principal place of business located at 2200 W. Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261-9810. Dex Media, Inc. is the parent company of SuperMedia Inc.

10. Upon information and belief, Defendant Sandra R. Noe (“Noe”) is a resident of Massachusetts, a former employee of SuperMedia or its predecessors, and a former participant in SuperMedia’s retiree health and welfare benefits plans. Defendant Noe was a plaintiff and class representative of former plan participants and plan beneficiaries of SuperMedia predecessor Verizon Communications, Inc.’s (“Verizon”) pension plans in the class action *Murphy, et al v. Verizon Communications, et al.* (Civil Action No. 3:09-CV-2262-G) in the United States District

Court for the Northern District of Texas, Dallas Division. She can be served with process by delivering a copy of the summons and of the complaint to her counsel of record, Curtis Kennedy, at 8405 E. Princeton Ave., Denver, Colorado 80237-1741, and Robert E. Goodman, Jr., Kilgore & Kilgore PLLC, at 3109 Carlisle St., Ste. 200, Dallas, Texas 75204.

11. Upon information and belief, Defendant Carl B. Ohnstad is a resident of Texas, a former employee of SuperMedia or its predecessors, and a current participant in SuperMedia's retiree health and welfare benefit plans. He resides at 7505 Northfield Drive, North Richland Hills, Texas 76182. He can be served with process by delivering a copy of the summons and of the complaint to his counsel of record, Curtis Kennedy, at 8405 E. Princeton Ave., Denver, Colorado 80237-1741, and Robert E. Goodman, Jr., Kilgore & Kilgore PLLC, at 3109 Carlisle St., Ste. 200, Dallas, Texas 75204.

12. Upon information and belief, Defendant Claire Palmer is a resident of Massachusetts, a former employee of Dex Media or its predecessors, and a former participant in SuperMedia's retiree health and welfare benefit plans. Defendant Palmer was a plaintiff and class representative of former plan participants and plan beneficiaries of SuperMedia predecessor Verizon's pension plans in the action *Murphy, et al v. Verizon Communications, et al* .(Civil Action No. 3:09-CV-2262-G) in the United States District Court for the Northern District of Texas, Dallas Division. She can be served with process by delivering a copy of the summons and of the complaint to her counsel of record, Curtis Kennedy, at 8405 E. Princeton Ave., Denver, Colorado 80237-1741, and Robert E. Goodman, Jr., Kilgore & Kilgore PLLC, at 3109 Carlisle St., Ste. 200, Dallas, Texas 75204.

13. Upon information and belief, members of the Defendant Class include approximately 3,685 individuals who reside in 44 states across the country. An estimated 376 members reside in Texas.

III. VENUE

14. Venue is proper in the Northern District of Texas under 28 U.S.C. § 1391(b) and ERISA § 502 [29 U.S.C. § 1132] and 28 U.S.C. § 1391(b) because: (i) it is a district in which Defendant Ohnstad resides; (ii) it is a district in which approximately 376 members of the Defendant Class reside (iii) it is a district in which the plans at issue in this action are administered; (iv) it is the district out of which this action arises and the district in which the alleged breach complained of by members of the Defendant Class in their objections to SuperMedia's amendments allegedly occurred; (v) it is the district out of which the benefits for the plans have been paid; (vi) it is a district in which SuperMedia decided upon, generated, and executed the amendments giving rise to this dispute; (vii) it is a district in which members of the Defendant Class received notice regarding Plaintiffs' amendments to the plans; (viii) it is a district in which Plaintiffs have received claims for benefits and/or objections by members of the Defendant Class regarding Plaintiffs' legal right to amend, modify, revoke, or terminate the plans; and (ix) it is a district having jurisdiction of the parties.

IV. JURISDICTION

15. Plaintiffs filed this action pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*, ("ERISA"), 29 U.S.C. § 1002 *et seq.*, and Federal Rule of Civil Procedure 57. The Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1331(a) as a

civil action arising under a federal question and under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*; and as a civil action arising under ERISA, 29 U.S.C. § 1132.

16. The Court has personal jurisdiction over the Defendants because this is a state where: (i) some of the Plaintiffs reside; (ii) Defendant Ohnstad resides, (iii) Defendants Noe and Palmer have previously submitted to the jurisdiction of this Court, (iv) approximately 376 members of the Defendant Class reside, (v) the actions and events that form the basis of the retirees' coercive claims and objections giving rise to this action—SuperMedia's alleged (and disputed) violation of its ERISA plans and obligations by amending and terminating certain benefits—occurred, (vi) the plans at issue in this action are administered; (vii) SuperMedia decided upon, generated, and executed the amendments; (viii) members of the Defendant Class received notice of the amendments; (ix) members of the Defendant Class sent claims for benefits and/or objections regarding Plaintiffs' legal right to amend, modify, revoke, or terminate the plans; and (x) some members of the Defendant Class have already submitted to the Court's jurisdiction. Additionally, the Court has or will have jurisdiction over members of the Defendant Class based on the consent to the Court's jurisdiction by members of the Defendant Class, during the processes of notification, certification, and approval of settlement sought by the Parties. Finally, the Court has personal jurisdiction over the Defendants based on all facts alleged herein.

V.

FACTS AND APPLICABLE LEGAL STANDARDS

A. THE HISTORY OF SUPERMEDIA, GENERALLY

17. SuperMedia is a provider of comprehensive marketing solutions for local businesses, including websites, print, mobile, search engine, and social media solutions.

18. On April 30, 2013, a series of mergers and related transactions occurred, with the result that Plaintiff SuperMedia Inc. is now a wholly owned subsidiary of Plaintiff Dex Media. Specifically, pursuant to the consummation of the transactions contemplated by the Amended and Restated Merger Agreement, dated as of December 5, 2012, by and between Dex One Corporation (“Dex One”), Newdex, Inc. (“Newdex”), Spruce Merger Sub, Inc., a direct wholly owned subsidiary of Newdex (“Spruce”), and SuperMedia Inc., (1) Dex One merged with and into Newdex, with Newdex continuing as the surviving corporation and changing its name to Dex Media, Inc., (2) SuperMedia Inc. merged with and into Spruce, with SuperMedia continuing as the surviving corporation, and (3) SuperMedia Inc. became a wholly owned subsidiary of Dex Media. Prior to the April 30, 2013 merger, SuperMedia was a media solutions company that provided a range of digital and print services, including yellow pages directories, advertising, mobile applications, and search engine resources.

19. By way of background, Idearc Inc. (“Idearc”) was formed on or about November 17, 2006, as part of spin-off transaction by Verizon. During the transaction, Verizon spun-off its yellow pages and directory services operations. The resulting entity, Idearc, emerged as a separate, publicly traded company. Prior to the 2006 formation of Idearc, Verizon had acquired or merged with multiple predecessor entities, including GTE Corporation, f/k/a General Telephone & Electronics Corporation, (“GTE”), Bell Atlantic, and NYNEX Corporation.

20. In January 2010, after it emerged from bankruptcy and reorganization proceedings, Idearc implemented its approved Chapter 11 reorganization plan and changed its name to SuperMedia Inc.

21. Currently, pursuant to various health and welfare benefit plans and three collective bargaining agreements (“CBAs”), SuperMedia provides retiree medical and life benefits to retirees of SuperMedia and its predecessors.

22. Because a dispute exists regarding its legal right to amend, modify, revoke, or terminate its retiree health and welfare benefits provided under these plans, SuperMedia seeks a declaration from this Court that, among other things, it has the legal right to make certain unilateral changes under the plans at issue.

B. SUPERMEDIA’S PROVISION OF RETIREE HEALTH AND WELFARE BENEFIT PLANS

23. Prior to the April 30, 2013 merger, SuperMedia provided retiree health and welfare benefits to eligible retirees of SuperMedia and its predecessor entities through three different benefit plans (“Plans”),¹ and, in accordance with ERISA, communicated the key provisions of the Plans, including its retiree health and welfare benefits, to eligible employees and retirees through the following three ERISA Summary Plan Descriptions:

- a. The Retiree Health & Welfare Summary Plan Descriptions: Pre-65 (“Pre-65 SPD”), a true and correct copy of which is attached hereto as Exhibit E;
- b. The Retiree Health & Welfare Summary Plan Descriptions: 65+ Medicare (“65 Med SPD”), a true and correct copy of which is attached hereto as Exhibit F; and

¹ The Plans include: (i) the SuperMedia Management and Non-Union Hourly Plan for Group Insurance (“Management Plan”), a true and correct copy of which is attached hereto as Exhibit A; (ii) the SuperMedia Plan for Group Insurance for Mid-Atlantic Associates (“Mid-Atlantic Plan”), a true and correct copy of which is attached hereto as Exhibit B; and (iii) the SuperMedia Plan for Group Insurance for New York and New England Associates (“New York Plan”), a true and correct copy of which is attached hereto as Exhibit C. SuperMedia also provides a Medicare Part B reimbursement, pursuant to Internal Revenue Code 401(h), under the SuperMedia Pension Plan for Collectively-Bargained Employees, a true and correct copy of which is attached hereto as Exhibit D.

- c. The Retiree Health & Welfare Summary Plan Descriptions: Mid-Atlantic Plan (“Mid-Atlantic SPD”), a true and correct copy of which is attached hereto as Exhibit G.²

24. The 2008 SPDs became effective on January 1, 2008, and applied to all eligible retirees. The Plans and the 2008 SPDs are hereinafter referred to as the “Plan Documents.” The Plan Documents describe various health and welfare benefits, including medical, prescription drug, dental, vision, basic life insurance, and supplemental life insurance.

25. Following the April 30, 2013 merger, DexMedia currently provides retiree welfare benefits to eligible former retirees of SuperMedia and its predecessors.

26. Retirees eligible to receive health and welfare benefits under the Plans include former employees of SuperMedia, Verizon, GTE, Bell Atlantic, and NYNEX Corporation. Additionally, certain of these eligible retirees are former bargaining unit members of several unions nationwide. With the exception of the 2008 CBAs that apply to former bargaining employees of Locals 2213, 1301, and 1302 discussed below,³ the CBAs that pertain to most former bargaining unit employees do not provide for or even reference retiree health and welfare benefits. *See, e.g.*, a true and correct copy of the CBA applicable to CWA 13500 attached hereto as Exhibit K (no reference to retiree benefits). As a result, the Plan Documents govern the provision of retiree health and welfare benefits to most former bargaining unit members.

C. PLAN DOCUMENTS PROVIDE SUPERMEDIA THE RIGHT TO AMEND OR TERMINATE THE PLANS

² These three ERISA Summary Plan Descriptions are hereinafter collectively referred to as the “2008 SPDs.”

³ The three CBAs applicable to former bargaining unit members of these unions include: (i) the December 7, 2008 Agreement between Idearc and CWA Local 1301, a true and correct copy of which is attached hereto as Exhibit H; (ii) the December 7, 2008 Agreement between Idearc and CWA Local 1302, a true and correct copy of which is attached hereto as Exhibit I; and (iii) the December 7, 2008 Agreement between Idearc and IBEW Local 2213, a true and correct copy of which is attached hereto as Exhibit J.

27. Under the Plan Documents, SuperMedia has the right to amend, modify, revoke, or terminate retiree health and welfare benefits because: (1) no vesting of rights provision regarding retiree benefits exists in the Plan Documents and no meeting of the minds ever occurred between the retirees and SuperMedia that would provide for vesting of retiree benefits; (2) the Plan Documents expressly state that no retiree benefits vest; and (3) the Plan Documents expressly reserve the right to amend, modify, revoke, or terminate the Plans.

i. BENEFITS PROVIDED UNDER THE PLAN DOCUMENTS HAVE NEVER VESTED

28. Unlike pension benefits plans, retiree health and welfare benefits do not vest under ERISA and are instead subject to modification and termination. *See, e.g., Inter-Modal Rail Emps. Ass'n v. Atchison, Topeka & Santa Fe Ry. Co.*, 520 U.S. 510, 515 (1997) (“unless an employer contractually cedes its freedom, it is generally free under ERISA, for any reason at any time, to adopt, modify, or terminate its welfare plan”); *Curtiss-Wright Corp. v. Schoonejongen*, 514 U.S. 73, 78 (1995) (“Nor does ERISA establish any minimum participation, vesting, or funding requirements for welfare plans as it does for pension plans.”); *Nichols v. Alcatel USA, Inc.*, 532 F.3d 364, 373 (5th Cir. 2008). Through this distinction between pensions, on the one hand, and health and welfare benefit plans, on the other, Congress intentionally recognized an employer’s inherent need for flexibility in administering health and welfare plans, which, unlike pension plans, are subject to the ever-fluctuating costs of medical care. *See Wise v. El Paso Natural Gas Co.*, 986 F.2d 929, 935 (5th Cir. 1993) (“Congress has conspicuously chosen to exempt welfare benefit plans from the full breadth of ERISA's extensive requirements . . . The disparate treatment accorded welfare plans is not accidental. . .”); *see Moore v. Metro. Life Ins. Co.*, 856 F.2d 488, 492 (2d Cir. 1988) (“With regard to an employer's right to change medical plans, Congress evidenced its recognition of the need for flexibility in rejecting the automatic

vesting of welfare plans. Automatic vesting was rejected because the costs of such plans are subject to fluctuating and unpredictable variables.”). Therefore, health and welfare benefits do not vest unless an employer explicitly agrees to provide contractually vested benefits.

29. SuperMedia and its predecessors have never intended for the retiree health and welfare benefits provided under the Plans to vest, and no language in any of the Plan Documents suggests these benefits have vested or will vest in the future.⁴ To the contrary, the Plan Documents expressly preclude the vesting of any benefits under the Plans. For example, section 7.4 of the Management Plan unequivocally states the following:

7.4 No Vested Rights

To the maximum extent permitted by law, no person shall acquire any right, title, or interest in or to any portion of a Trust, an Insurance Contract, an HMO Contract, or Medicare Plan Contract otherwise than by the actual payment or distribution of such portion under the provisions of the Plan or a Component Benefit, or **acquire any right, title, or interest in or to any benefit referred to or provided for in the Plan or any Component Benefit otherwise than by actual payment of such benefit.**

Exhibit A, at § 7.4 (emphasis added).⁵ As a result, none of the retiree health and welfare benefits have vested.

ii. SUPERMEDIA HAS THE RIGHT TO AMEND, MODIFY, REVOKE, OR TERMINATE THE PLANS ACCORDING TO PLAN DOCUMENTS

30. In 2008, Idearc (now Dex Media) adopted the Plan Documents that govern its provision of retiree health and welfare benefits and make explicit its right to amend and terminate. Through its 2008 SPDs, Idearc communicated to its employees and retirees the terms and provisions of the Plans. In each SPD, Idearc continuously and expressly reserved its right to

⁴ Further, the CBAs for most former unionized employees lack any indication that retiree health and welfare benefits have ever, or will ever, vest. *See, e.g., Exhibit K* (CBA contains no vesting language applicable to retiree benefits).

amend and terminate the Plans in clear, unambiguous language. For example, the Pre-65 SPD unequivocally states:

The Company and the Plan Administrator reserve the right to amend, modify, revoke, or terminate these Plans in whole or in part at any time, except to the extent limited by an applicable collective bargaining agreement as to retirees covered by the collective bargaining agreement. If a plan is terminated, you will not have any further rights other than payment of expenses you had incurred before the Plan was terminated.

Exhibit E at 2 (emphasis added).⁶ Like the other 2008 SPDs, the Pre-65 SPD reiterates these rights numerous times throughout the SPD:

[T]he Company and the Plan Administrator reserve the right to amend, modify, revoke, or terminate the benefits [...]

[Circumstances] When Coverages End . . . termination [...]

[T]he Company reserves the right to – at any time and for any reason – change or discontinue the Plan, or increase or decrease contributions under the Plan at its sole discretion [...]

Idearc reserves the right to amend, modify, or terminate these plans.

Id. at 4, 23, 35, and non-paginated section.

31. Similarly, the Plans provide for SuperMedia’s unconditional, unilateral right to amend or terminate the Plans at any time. For instance, section 6.1 of the Management Plan provides in pertinent part:

6.1 Amendment or Termination

The Plan was established with the bona fide intention and expectation that it will be continued indefinitely. However, **SuperMedia reserves the right to amend**

⁵ See also, Exhibit B, at § 7.4 (stating identical language to Exhibit A, at § 7.4); see also, Exhibit C, at § 7.4 (stating identical language to Exhibit A, at § 7.4).

⁶ See also, Exhibit E, at 4 (“the Company and the Plan Administrator reserve the right to amend, modify, revoke, or terminate the benefits”) and 23 (identifying termination of the plan as an event that causes coverages to end); see also, Exhibit G, at 4 (“the Company and the Plan Administrator reserve the right to amend, modify, revoke, or terminate the benefits”) and 23 (identifying termination of the plan as an event that causes coverages to end).

or terminate the Plan or any Component Benefit **at any time and from time to time and to any extent and in any manner that it deems advisable**, by written resolution of the Board of Directors of SuperMedia (for purposes of this section 6.1, the “Board”). [. . .]

The Board has delegated the authority to amend or terminate the Plan to the Committee, which shall exercise such authority by written instrument. **Any Plan amendment**, except as otherwise specifically provided therein, **shall apply from and after its effective date to all classes of covered individuals**, including current employees, former employees (including retired individuals), their beneficiaries, spouses, and other dependents.

Exhibit A, at § 6.1 (emphasis added).⁷

iii. PREDECESSOR PLANS ALSO RESERVE THE RIGHT TO AMEND, MODIFY, REVOKE, OR TERMINATE THE PLANS

32. With the exception of one GTE plan discussed below, earlier plan documents adopted by predecessors of SuperMedia also expressly reserve the broad right to unilaterally amend or terminate plan benefits at any time. For example, a 2004 Verizon SPD states, “the Verizon Employee Benefits Committee (VEBC) also reserves the **right to amend, modify, suspend or terminate** the plans at any time, at its discretion, with or without advance notice to participants, subject to any duty to bargain collectively.” *See* the 2004 Verizon Medical Expense Plan for New York and New England Post-1986 Associate Retirees SPD, at 5 (emphasis added), a true and correct copy of which is attached hereto as Exhibit L; *see also*, the 2004 Verizon Managed Care Network and Medical Expense Plan for Mid-Atlantic Post-1989 Associate Retirees SPD, at 5, a true and correct copy of which is attached hereto as Exhibit M; *see also*, the 2006 Verizon Long Term Care Coverage for Management Retirees SPD, at 35, a true and correct copy of which is attached hereto as Exhibit N; and *see also*, the 2001 Verizon New York and

⁷ *See also*, Exhibit B, at § 6.1 (“[T]he Committee expressly reserves the right to amend the Plan”); *see also*, Exhibit C, at § 6.1 (“[T]he Committee expressly reserves the right to amend the Plan”).

New England Survivor Benefits Program for Retirees, at 4, a true and correct copy of which is attached hereto as Exhibit O.

D. SUPERMEDIA AMENDED THE PLANS

33. SuperMedia's administration and payment of retiree health and welfare benefits resulted in tremendous expenses and liability for SuperMedia. Due to rising healthcare costs and a trend towards the reduction or elimination of retiree health and welfare benefits among SuperMedia's competitors, extreme financial pressure on SuperMedia exists to reduce the costs associated with retiree benefits. In fact, as of December 2011, SuperMedia carried an unfunded net liability of more than approximately \$315 million for retiree health and welfare benefits under the Plans. As a result of these circumstances, SuperMedia re-evaluated its retiree health and welfare benefit plans.

34. Based on its express right to amend, modify, or terminate, SuperMedia amended the benefits to: (i) reduce its liability; (ii) reduce expenses required to operate its business; (iii) increase efficiency, while meeting customer needs; and (iv) effectively provide for the maintenance of its financial stability and the needs of current and former employees. Specifically, on June 25, 2012, by unanimous written consent of the SuperMedia EBC of the Board of Directors, SuperMedia amended each of the three Plans. *See* Exhibit P, a true and correct copy of the June 25, 2012 amendments. On October 15, 2012, by unanimous written consent of the Board of Directors of SuperMedia, SuperMedia issued subsequent amendments to the Plans to replace and clarify the intent of the prior amendments with regard to the rights and benefits of certain current and former bargained-for employees. *See* Exhibit Q, a true and correct copy of the October 25, 2012 amendments. On April 23, 2013 through April 30, 2013, by resolution of the SuperMedia EBC, SuperMedia amended the Plans to incorporate changes as

part of the Dex Media merger transaction. See Exhibit R, a true and correct copy of the April 2013 amendments. The changes enacted in June 2012, October 2012, and April 2013 (collectively, the “Amendments”) generally modify the Plans by reducing or eliminating SuperMedia’s contribution to premium costs (and thereby increasing retiree responsibility for premium costs), modifying co-pay amounts, and/or modifying deductible amounts. The October 2012 amendments effectively reiterated the changes made in the June 2012 amendments, while clarifying that the Amendments are not applicable to certain bargained for employees of Locals 1301, 1302, and 2213, who are subject to collective bargaining, as described below. The April 2013 amendments made no substantial changes to the benefits provided under the Plans or to the previous June or October amendments, but rather clarified the rights of former employees of Dex One and SuperMedia, Inc. as part of the merger transaction. The Amendments contain provisions that apply differently to retirees depending on whether they meet the conditions of three groups: (i) the majority of retirees; (ii) GTE retirees subject to specific “Change in Control” provisions; and (iii) retirees who were former bargaining unit members of certain unions and who retired prior to December 7, 2008.

35. Specifically, the October amendments state:

Article VIII. Retiree Coverage

(a) Notwithstanding anything contained herein to the contrary, an individual who:

- 1) has incurred a termination of employment with the Employer;
- 2) is not entitled to the change in control protection set forth in the amendment entitled “Amendments to the Plan for Group Insurance, the Plan for Bargained Retired Group Insurance, All Other Group Life Insurance and Group Medical Insurance Plans that Provide Benefits to Retired Employees and Summary Plan Descriptions” that was adopted by GTE on May 7, 1999;

- 3) was either:
- i. a bargaining employee who was a member of (i) International Brotherhood of Electrical Workers, AFL-CIO Local 2213, a party to the Collective Bargaining Agreement between Idearc Media North Greenbush, NY – Directory Clerical Unit and International Brotherhood of Electrical Workers, AFL-CIO Local 2213 that became effective on December 7, 2008; (ii) Communications Workers of America, AFL-CIO Local 1301, a party to the Collective Bargaining Agreement between Idearc Media and Communications Workers of America, AFL-CIO Local 1301 Directory Sales that became effective on December 7, 2008; or (iii) Communications Workers of America, AFL-CIO Local 1302, a party to the Collective Bargaining Agreement between Idearc Media New England Directory Clerical Unit and Communications Workers of America, AFL-CIO Local 1302 that became effective on December 7, 2008 (each, a “New York New England Union”) who terminated employment with the Employer prior to December 7, 2008 (a “New York New England Union Retiree”); or
 - ii. an employee who was not a member of a New York New England Union at the time of his or her termination of employment with the Employer; and
- 4) does not have an individual agreement that provides for coverage or benefits under the Plan that differ from those provided under this Amendment

shall be considered a “Certain Retired Plan Participant”.

- (b) Notwithstanding anything contained herein to the contrary, effective September 1, 2012, a Certain Retired Plan Participant, other than a New York New England Union Retiree, shall not be eligible for coverage or benefits under the Plan or under any Component Benefit, other than supplemental life insurance that is paid for by the participant, if such individual is:

- 1) eligible for Medicare to the knowledge of the Sponsor; or
- 2) age 65 or older.

- (c) Notwithstanding anything contained herein to the contrary, effective January 1, 2014, a New York New England Union Retiree shall not be

eligible for coverage or benefits under the Plan or under any Component Benefit, other than supplemental life insurance that is paid for by the participant, if such individual is:

- 1) eligible for Medicare to the knowledge of the Sponsor; or
- 2) age 65 or older.

(d) Notwithstanding anything to the contrary contained herein, effective January 1, 2014, a Certain Retired Plan Participant who is not eligible for Medicare:

- 1) shall be eligible for coverage or benefits for health care Component Benefits under the Plan with zero percent Sponsor subsidy;
- 2) shall be eligible for coverage or benefits for the supplemental life insurance Component Benefit under the Plan with zero percent Sponsor subsidy; and
- 3) shall not be eligible for the Basic Life Insurance Component Benefit under the Plan.

(e) Notwithstanding anything to the contrary contained herein, effective September 1, 2012, the spouse or dependent of a Certain Retired Plan Participant who is not eligible for coverage or benefits under the Plan pursuant to Article VIII(b) or (c), shall continue to be eligible for Component Benefits provided such individual is not eligible for Medicare, and to the extent existing eligibility provisions of the Plan provide that such spouse or dependent is eligible for such Component Benefits, until the earlier of:

- 1) the date the Sponsor learns that such individual has become eligible for Medicare;
- 2) the date such individual attains age 65; or
- 3) the date such individual is no longer eligible for a Component Benefit under the eligibility provisions of the Plan.

(f) Notwithstanding anything to the contrary contained herein, effective September 1, 2012, the surviving spouse or surviving dependent of a Certain Retired Plan Participant shall continue to be eligible for Component Benefits provided that such individual is not eligible for Medicare, and to the extent existing eligibility provisions of the Plan

provide that such surviving spouse or surviving dependent is eligible for such Component Benefits, until the earlier of:

- 1) the date the Sponsor learns that such individual has become eligible for Medicare;
- 2) the date such individual attains age 65; or
- 3) the date such individual is no longer eligible for a Component Benefit under the eligibility provisions of the Plan.

2. Effective September 1, 2012, each of the documents that describe the Component Benefits, including but not limited to the applicable Summary Plan Description, the applicable Certificate of Coverage, Summary of Coverage, Insurance Contract, HMO Contract, or Medicare Plan Contract, is hereby amended to incorporate the provisions of Article VIII(a) through Article VIII(f).

3. The Sponsor reserves the right to amend, modify, suspend, revoke, or terminate the Plan or any Component Benefit, in whole or in part at any time, for any reason, at its discretion. This Agreement shall not create any vested rights in any individual.

Exhibit Q at pp. 1-4.

i. GROUP I: MAJORITY OF SUPERMEDIA RETIREES

36. As detailed above, the Plan Documents and predecessor plan documents provide SuperMedia the unrestricted right to amend, modify, revoke or terminate health and welfare benefits for approximately 3,000 of its retirees, which constitute the majority of SuperMedia's approximately 3,685 retirees. These retirees include former bargaining and non-bargaining unit employees of SuperMedia, Verizon, Bell Atlantic, and NYNEX Corporation.

37. In general, the Amendments applicable to the majority of SuperMedia retirees change the previous provisions of the Plans by: (1) eliminating eligibility of retirees over the age of 65, effective September 1, 2012; (2) reducing SuperMedia's contributions towards medical, dental, and vision coverage to 75% of the current amount for retirees under age 65, effective September 1, 2012; (3) eliminating SuperMedia's premium contributions for retirees under age

65 as of January 1, 2014; and (4) eliminating Medicare Part B reimbursements as of September 1, 2012. Exhibits P-R. However, under the Amendments, SuperMedia continues to provide important benefits to the majority of its eligible retirees, such as eligibility to participate in a number of medical, dental, and vision plans, sponsored by SuperMedia for retirees under 65. *Id.* Thus, the Amendments create an “access-only” plan for retirees under age 65 that continues to facilitate the current Plans without the company-paid premium subsidies.

ii. GROUP 2: GTE CIC RETIREES

38. Next, specific sections of the Amendments apply to certain retirees of GTE who retired prior to 1999 or who were within five years of retirement eligibility by 1999, per the terms of the GTE “Change in Control” (“GTE Retirees”). *See* the GTE Retiree Medical Choices SPD at p. 3, a true and correct copy of which is attached hereto as Exhibit S.⁸ According to this document, a “change in control” of GTE occurred on May 18, 1999, and a successor is restricted from making certain amendments or discontinuing the retiree benefits, subject to certain reserved rights. *Id.* at 3 (Due to the Change in Control, “GTE or any successor to all or substantially all of GTE’s business assets may not discontinue the Plan or amend or modify benefits under the plan . . .”). Notwithstanding this prohibition, a successor has the right to modify the costs and administration of the plan: “any successor to GTE may in the ordinary course of business [...]

(ii) **change, increase or decrease co-payments, deductibles and other requirements for coverage and benefits**; and/or (iii) **make other changes in administration or changes in the**

⁸ Retirees who are subject to the GTE Change in Control are retirees who (i) were participants in the GTE Retiree Choices Medical Plan as of May 18, 1999 and (ii) either (a) retired from GTE before May 18, 1999 (other than with a deferred vested pension) or (b) retired (other than with a deferred vested pension) from GTE or any successor after May 18, 1999 and were within five years of reaching eligibility for retirement (not including eligibility for a deferred vested pension) under the applicable GTE pension plan as of May 18, 1999, as set forth in the “Amendments to the Plan for Group Insurance, the Plan for Bargained Retired Group Insurance, All Other Group

Plan's design and its coverage and benefits." *Id.*⁹ (emphasis added). Thus, in conformity with the Change in Control provision from the GTE SPD, the Amendments applicable to GTE Retirees modify co-pays, deductibles, and other administrative costs, but continue to provide retirees access to retiree medical benefits. *Compare id., with Exhibit Q.*

39. Specifically, the sections of the Amendments addressing changes for GTE Retirees provide as follows:

NOW, THEREFORE, the Plan is hereby amended as follows:

2. Effective September 1, 2012, each of the documents that describe the Component Benefits, including but not limited to the applicable Summary Plan Description, the applicable Certificate of Coverage, Summary of Coverage, Insurance Contract, HMO Contract, or Medicare Plan Contract, is hereby amended as follows: [...]

(c) **Effective September 1, 2012, the amount that SuperMedia Inc. pays for coverage or benefits under each Component Benefit for a GTE Retiree who (1) is not covered by one of the Applicable CBAs and (2) has incurred a termination of employment with the Employer shall be reduced to 75 percent of the amount that SuperMedia Inc. paid for such coverage or benefits immediately before September 1, 2012 (with such amount being adjusted from time to time by SuperMedia Inc. in its discretion).** [...]

(g) **Effective no later than January 1, 2014,** a GTE Retiree who has incurred a termination of employment with the Employer **shall pay 100 percent of the cost** of coverage or benefits under each Component Benefit.

3. The Sponsor reserves the right to amend, modify, suspend, revoke, or terminate the Plan or any Component Benefit, in whole or in part at any time, for any reason, at its discretion. This Agreement shall not create any vested rights in any individual.

Exhibit Q at pp. 1-4 (emphasis added).

Life Insurance and Group Medical Insurance Plans that Provide Benefits to Retired Employees and Summary Plan Descriptions" that was adopted by GTE on May 7, 1999. *See Exhibit S.*

⁹ Of note, the GTE SPD "Change in Control" provision is unique to GTE Retirees and is not included in other Plan Documents. Therefore, this provision does not apply to the majority of retirees, as described herein, or former bargaining members of the Defendant Unions.

iii. GROUP 3: FORMER MEMBERS OF NEW YORK NEW ENGLAND UNIONS

40. Finally, the Amendments *exclude* former bargaining unit employees who: (i) retired on or after December 7, 2008 and (ii) were formerly bargaining unit employees represented by one of the following three labor unions: (a) the International Brotherhood of Electrical Workers, AFL-CIO Local 2213 (“Local 2213”), a party to the Collective Bargaining Agreement between Idearc Media North Greenbush, NY – Directory Clerical Unit and International Brotherhood of Electrical Workers, AFL-CIO Local 2213 that became effective on December 7, 2008; (b) Communications Workers of America, AFL-CIO Local 1301 (“Local 1301”), a party to the Collective Bargaining Agreement between Idearc Media and Communications Workers of America, AFL-CIO Local 1301 Directory Sales that became effective on December 7, 2008; or (c) Communications Workers of America, AFL-CIO Local 1302 (“Local 1302”), a party to the Collective Bargaining Agreement between Idearc Media New England Directory Clerical Unit and Communications Workers of America, AFL-CIO Local 1302 that became effective on December 7, 2008 (collectively, the “NYNE Unions”) (the retirees, collectively the “Post 2008 NYNE Retirees”).

41. Currently, the NYNE Unions are parties to 2008 CBAs (identified above) that contain sections pertaining to retiree medical benefits. *See Exhibit H-J*. Therefore, the benefits of Post 2008 NYNE Retirees are not affected by the Amendments. Notably, the CBAs lack any agreement between the parties that retiree medical benefits vest. *See Exhibit H* at 63 (agreement that the CBAs will not provide, suggest, or imply in any way either that retiree medical benefits for current or future retirees will extend beyond the CBA’s term); *see also Exhibit I* at 94 (same agreement); *see also Exhibit J* at 72 (same agreement).

42. The relevant sections of the Amendments apply only to former bargaining unit members of the NYNE Unions who retired before December 7, 2008, the execution date of the 2008 CBAs (“Pre 2008 NYNE Retirees”). The relevant sections of the Amendments provide as follows:

Article VIII. Retiree Coverage

[A retiree who . . .]

3) was either:

- i. a bargaining employee who was a member of (i) International Brotherhood of Electrical Workers, AFL-CIO Local 2213, a party to the Collective Bargaining Agreement between Idearc Media North Greenbush, NY – Directory Clerical Unit and International Brotherhood of Electrical Workers, AFL-CIO Local 2213 that became effective on December 7, 2008; (ii) Communications Workers of America, AFL-CIO Local 1301, a party to the Collective Bargaining Agreement between Idearc Media and Communications Workers of America, AFL-CIO Local 1301 Directory Sales that became effective on December 7, 2008; or (iii) Communications Workers of America, AFL-CIO Local 1302, a party to the Collective Bargaining Agreement between Idearc Media New England Directory Clerical Unit and Communications Workers of America, AFL-CIO Local 1302 that became effective on December 7, 2008 (each, a “New York New England Union”) who terminated employment with the Employer prior to December 7, 2008 (a “New York New England Union Retiree”); or
- ii. an employee who was not a member of a New York New England Union at the time of his or her termination of employment with the Employer; and

[. . .] shall be considered a “Certain Retired Plan Participant”.

Exhibit Q at pp. 1-4.

43. Because the Amendments do not affect the future rights of current bargained-for employees or Post 2008 NYNE Retirees, SuperMedia has the right to enact the Amendments.¹⁰

E. THE DEFENDANT CLASS DISPUTED SUPERMEDIA'S RIGHT TO AMEND

44. On or about June 26, 2012, SuperMedia sent a letter that provided written notice of the terms of the June 26, 2012 amendments to each pertinent group of retirees and employees that may be affected by the amendments (the "Retiree Notices"). A true and correct copy of the Retiree Notices is attached hereto as Exhibit T. The Retiree Notices explain the scope of the changes made in the June 26, 2012 Amendments. *Id.* Additionally, they include a "Claim Form" that provides the recipients with an opportunity to make a claim for benefits, raise questions, voice concerns, or make objections regarding the Amendments and SuperMedia's legal right to amend, modify, revoke, or terminate the Plans at any time. *See id.* On October 15, 2012, SuperMedia sent a letter providing notice of the October 15, 2012 amendments to the NYNE Unions.

45. SuperMedia received more than 900 executed Claim Forms from the Defendant Class, objecting to SuperMedia's legal authority to adopt the Amendments and, generally, to SuperMedia's legal right to amend, modify, revoke, or terminate the Plans at any time. Indeed, each of the individual Defendants named herein has made some form of a claim for benefits that differs from the benefits provided under the Amendments and has disputed SuperMedia's right to amend. *See* the Claim Forms and objections submitted by Defendants, a true and correct copy of which is attached hereto as Exhibit U. For example, Defendant Noe stated, "I hereby expressly *object* and give notice that I fully disagree with SuperMedia's proposed changes to my

¹⁰ Additionally, good faith bargaining with the unions has occurred or will occur prior to the expiration of the CBAs and will encompass current employees' retiree benefits where required.

retiree benefits [...] I submit this as a written claim for continued retiree benefits.” *See* Defendant Noe’s June 29, 2012 Claim Form, Exhibit U at p. 1; *see also* Defendant Ohnstad’s July 2, 2012 Claim Form, Exhibit U at p. 2; and Defendant Palmer’s June 28, 2012 Claim Form, Exhibit U at p. 3.

46. Based on the current dispute regarding the rights of SuperMedia to amend, modify, revoke, or terminate the Plans at any time, a substantial controversy exists between Plaintiffs, on the one hand, and the Defendant Class, on the other hand, which is ripe for the Court’s determination.

F. SUPERMEDIA’S CLASS ACTION ALLEGATIONS

47. The Defendant Class is comprised of former bargaining and former non-bargaining unit employees of SuperMedia Inc., SuperMedia LLC, SuperMedia Services Inc., SuperMedia Sales Inc., SuperMedia Employee Benefits Committee, Idearc Inc., and Idearc Inceptor LTD, including former employees of any of their predecessors, including former employees of Verizon Communications, Inc., GTE Corporation, f/k/a General Telephone & Electronics Corporation, Bell Atlantic, and NYNEX Corporation, who were participants in the Plans and whose rights to benefits were affected by the Amendments. The Defendant Class excludes: (i) current employees of SuperMedia, including current bargained-for employees whose collective bargaining agreements cover retiree health and welfare benefits, (ii) retirees subject to the Medical Executive Replacement Plan (“MERP”)¹¹, and (iii) Post 2008 NYNE Retirees (as defined above). Notwithstanding any of the foregoing, the Defendant Class shall

¹¹ Retirees who are subject to the MERP are: Joseph Porter, Charles Higgins, Wayne Kauffman, Donald Marinari, Al Dilorenzo, Audrey Tracey, Adeline Feltmann and Lester Luedecker.

consist of the broadest possible class of individuals described herein that can be approved by the Court under applicable laws.

48. This suit may be maintained as a class action against the Defendant Class because:

- a) The Defendant Class may be properly certified as an opt out class under subsections (a) and subsections (b)(1) or (b)(3) of Federal Rule of Civil Procedure 23.
- b) Defendants Noe, Ohnstad and Palmer will serve as class representatives for the Defendant Class (the "Class Representatives"). The Class Representatives will fairly and adequately protect the interests of the Defendant Class and meet all applicable adequacy and typicality requirements.
- c) The Defendant Class is so numerous that joinder of all class members is impracticable. The Defendant Class is comprised of approximately 3,685 former bargaining and non-bargaining unit employees, who reside in approximately 44 states across the country. An estimated 376 members reside in the State of Texas.
- d) Questions of law and fact exist that are common to the Defendant Class. For example, some of the common questions of law and fact include, but are not limited to: (1) whether the Amendments are legal, valid, binding, and enforceable; (2) whether the Plan Documents prevent or provide for Plaintiffs' legal rights to amend, modify, revoke, or terminate the Plans at any time; (3) whether the Amendments violate, conflict with, or breach any provision of or obligation under the Plans, collective bargaining agreements, or any other operative agreements; (4) whether the Amendments have been appropriately approved and implemented by Plaintiffs; and (5) whether members of the Defendant Class have a valid claim for benefits.
- e) The defenses and claims, if any, of the representative parties will be typical of the defenses and claims, if any, of the Defendant Class.
- f) The prosecution of separate actions by or against individual members of the Defendant Class would create a risk of: (1) inconsistent or varying adjudications with respect to individual members of the Defendant Class, which would establish incompatible standards of conduct for Plaintiffs; or (2) adjudications with respect to individual members of the Defendant Class, which would prove dispositive of the interests of the other members

not parties to the adjudications or substantially impair or impede their ability to protect their interests.

- g) Questions of law or fact, as described above, common to the members of the Defendant Class, predominate over any questions that affect only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
- h) The prosecution of separate actions by or against individual members of the Defendant Class would create a risk of: (1) inconsistent or varying adjudications with respect to individual members of the Defendant Class, which would establish incompatible standards of conduct for Plaintiffs; or (2) adjudications with respect to individual members of the Defendant Class, which would prove dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.
- i) Counsel for Defendants Curtis L. Kennedy and Robert E. Goodman, Jr. (“Class Counsel”) satisfy the requirements for appointment as class counsel under Rule 23.

49. Plaintiffs maintain the Defendant Class under subsections (b)(1), (b)(2) and (b)(3) of Federal Rule of Civil Procedure 23 and will seek to certify this class pursuant to Federal Rule of Civil Procedure 23.

VI. **COUNT I: DECLARATORY JUDGMENT**

50. Plaintiffs reiterate and reallege the foregoing allegations as if fully set forth herein.

51. Because of the objections to the Amendments and Plaintiffs’ legal authority to exercise their rights under the Plans, Plaintiffs seek declaratory relief. Specifically, in this action, Plaintiffs seek declarations that:

- a. The June 25, 2012 amendments, the October 15, 2012 amendments, and the April 30, 2013 amendments (collectively, the “Amendments”) enacted by SuperMedia are legal, valid, binding, and enforceable;
- b. The Amendments enacted by SuperMedia do not violate, conflict with, or breach any provision of or obligation under the retiree health and welfare

benefits plans, collective bargaining agreements, or any other operative agreements;

- c. As to retirees who (i) are not subject to the GTE Change in Control , (ii) are not subject to the MERP , and (iii) are not Post-2008 NYNE Retirees , SuperMedia has the unilateral right to modify, amend, revoke or terminate the plans or any provisions therein at any time; and
- d. As to GTE retirees who are subject to the provisions of the GTE Change in Control, SuperMedia has the unilateral right to modify or amend: (i) the co-payments, deductibles, and other requirements for coverage and benefits; and (ii) the administration, design, coverage, and benefits of the plans.

52. The Supreme Court and the Fifth Circuit have consistently held that plan sponsors retain the unilateral right to amend or terminate retiree health and welfare benefits where the plan documents do not clearly and expressly vest the retirees' benefits. *See, e.g., Inter-Modal Rail Emps. Ass'n*, 520 U.S. at 515; *see also Curtiss-Wright Corp.*, 514 U.S. at 78; and *see also Nichols*, 532 F.3d at 373.

53. SuperMedia has maintained the right to amend or terminate through its Plan Documents and has never suggested, much less contractually agreed, that any retiree health and welfare benefits vest. To the contrary, the Plan Documents explicitly state, "No Vested Rights." *See, e.g. Exhibit A*, at § 7.4. Moreover, all operative agreements, including CBAs, are consistent with SuperMedia's right to enact the Amendments.

VII.

DECLARATORY RELIEF IS APPROPRIATE

54. Federal Rule of Civil Procedure 57 provides for declaratory judgment actions and states that courts should liberally construe such actions to effectuate the objectives of declaratory relief. FED. R. CIV. P. 57.

55. As set forth above, an actual, justiciable, and substantial controversy exists concerning tangible rights of parties that have adverse legal interests of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

56. SuperMedia must be able to confirm whether Plaintiffs properly enacted the Amendments and whether the Amendments are legal, valid, binding, and enforceable.

57. If the Court refuses to make this determination at this time, Plaintiffs and the Defendant Class will face significant harm, including: (i) heightened uncertainty regarding the effect of the Amendments; (ii) inefficiencies in business operations; (iii) inefficiencies in or inability to adequately plan and prepare for healthcare costs; and (iv) high costs of time and expense due to the likelihood of defending or prosecuting numerous lawsuits in multiple courts nationwide.

58. Additionally, this dispute is ripe for determination because Plaintiffs have narrowly focused their requested relief to declarations centered around one issue: whether Plaintiffs had the unilateral right to enact the Amendments. Extrinsic or substantial factual development will prove unnecessary or inappropriate because the pertinent facts of this matter—the terms of the Plan Documents and the Amendments—should be undisputed, resulting in a proceeding comprised chiefly of legal issues. Lastly, prompt adjudication would resolve the dispute because the Court would inform all interested parties of whether the Amendments are effective and enforceable and thereby provide certainty to Plaintiffs as well the members of the Defendant Class.

VIII.
PRAYER FOR RELIEF

For the above reasons, Plaintiffs request that the Court certify the Defendant Class and render judgment as follows:

1. Declarations that:
 - a. The June 25, 2012 amendments, the October 15, 2012 amendments, and the April 30, 2013 amendments (collectively, the “Amendments”) enacted by SuperMedia are legal, valid, binding, and enforceable;
 - b. The Amendments enacted by SuperMedia do not violate, conflict with, or breach any provision of or obligation under the retiree health and welfare benefits plans, collective bargaining agreements, or any other operative agreements;
 - c. As to retirees who (i) are not subject to the GTE Change in Control,¹² (ii) are not subject to the MERP,¹³ and (iii) are not Post-2008 NY/NE Retirees,¹⁴ SuperMedia has the unilateral right to modify, amend, revoke or terminate the plans or any provisions therein at any time;
 - d. As to GTE retirees who are subject to the provisions of the GTE Change in Control, SuperMedia has the unilateral right to modify or amend: (i) the co-payments, deductibles, and other requirements for coverage and

¹² Retirees who are subject to the GTE Change in Control are retirees who (i) were participants in the GTE Retiree Choices Medical Plan as of May 18, 1999 and (ii) either (a) retired from GTE before May 18, 1999 (other than with a deferred vested pension) or (b) retired (other than with a deferred vested pension) from GTE or any successor after May 18, 1999 and were within five years of reaching eligibility for retirement (not including eligibility for a deferred vested pension) under the applicable GTE pension plan as of May 18, 1999, as set forth in the “Amendments to the Plan for Group Insurance, the Plan for Bargained Retired Group Insurance, All Other Group Life Insurance and Group Medical Insurance Plans that Provide Benefits to Retired Employees and Summary Plan Descriptions” that was adopted by GTE on May 7, 1999.

¹³ Retirees who are subject to the MERP are: Joseph Porter, Charles Higgins, Wayne Kauffman, Donald Marinari, Al Dilorenzo, Audrey Tracey, Adeline Feltmann and Lester Luedecker.

¹⁴ Post 2008 NY/NE Retirees are those who (i) were formerly bargaining unit employees represented by one of the following three labor unions: (a) the International Brotherhood of Electrical Workers, AFL-CIO Local 2213, a party to the Collective Bargaining Agreement between Idearc Media North Greenbush, NY – Directory Clerical Unit and International Brotherhood of Electrical Workers, AFL-CIO Local 2213 that became effective on December 7, 2008; (b) Communications Workers of America, AFL-CIO Local 1301, a party to the Collective Bargaining Agreement between Idearc Media and Communications Workers of America, AFL-CIO Local 1301 Directory Sales that became effective on December 7, 2008; or (c) Communications Workers of America, AFL-CIO Local 1302, a party to the Collective Bargaining Agreement between Idearc Media New England Directory Clerical Unit and Communications Workers of America, AFL-CIO Local 1302 that became effective on December 7, 2008; and (ii) retired on or after December 7, 2008.

benefits; and (ii) the administration, design, coverage, and benefits of the plans.

2. Costs of suit; and
3. Such other and further relief to which Plaintiffs may show themselves entitled at law or in equity.

DATED: December 11, 2013

Respectfully submitted,

s/ Richard S. Krumholz

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COMMITTEE, AND IDEARC INCEPTOR
LTD**

CERTIFICATE OF WRITTEN CONSENT

I hereby certify that Defendants provide their written consent to Plaintiffs' amendment of their complaint and may file this Second Amended Class Action Complaint for Declaratory Judgment, pursuant to Federal Rule of Civil Procedure 15(a)(2) and agreement of the parties.

s/ Curtis L. Kennedy

Counsel for Defendants Sandra Noe,
Carl Ohnstad and Claire Palmer

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2013, I electronically filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. The electronic case filing system sent a "Notice of Electronic Filing" to all attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means.

s/ Richard S. Krumholz